



# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

9-272A015

June 6, 1979  
RECORDATION NO. 992744 Filed 1425

Date JUN 21 1979 8 40 AM

Fee \$ 10.00 INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 29423.

Re: Section 11303 Filing: Supplement, dated as of  
June 13, 1979, ("Supplement") to the  
Bailment Agreement and Assignment of Leases dated  
as of December 18, 1978 ("Bailment Agreement"), by  
and between North American Car Corporation ("Bailee")  
and General Electric Credit and Leasing Corporation  
("Bailor"). Recorded under Recordation No. 9927.

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate  
Commerce Act are executed counterparts of the above described  
Supplements to the above described Bailment Agreement, between  
Bailee, 222 South Riverside Plaza, Chicago, Illinois 60606 and  
Bailor, P.O. Box 8300, 260 Long Ridge Road, Stamford, Connecticut  
06904. The Bailment Agreement was recorded with the Interstate  
Commerce Commission at 11:20 a.m. on December 20, 1979, under  
Recordation No. 9927.

Under the Supplement and the Bailment Agreement, Bailee agrees  
to hold, lease, maintain and perform certain administrative  
and other services with respect to the equipment described in  
Schedule A (which equipment has been or is to be sold to Bailor)  
and assigns, transfers and sets over unto Bailor all of Bailee's  
right, title and interest, powers, privileges and other benefits  
in, but not its obligations under, the leases of such equipment  
described in Schedule B to such Supplement together with all  
amounts which may be received or credited to the account of  
Bailee in respect of mileage compensation from railroads using  
the equipment leased under such leases or any other sums received  
by or payable to Bailee from parties other than the lessee with  
respect thereto, all in accordance with the Supplement and the  
Bailment Agreement.

Also enclosed is a check, payable to the Interstate Commerce  
Commission in the amount of \$10.00 as the recording fee for the  
Bailment Agreement.

FEE OPERATION BR.  
I.C.C.

JUN 21 8 37 AM '79

RECEIVED

*Handwritten signature: G. H. Hansen*

June 6, 1979.

Secretary  
Interstate Commerce Commission  
June 6, 1979.  
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Pursuant to the Commission's rules and regulations for the recording of certain documents, under Section 11303 of the Interstate Commerce Act, you are hereby requested to duly file two of each of the enclosed counterparts for record in your office and to return the remaining counterparts together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Very truly yours,



James M. Gillespie,  
Attorney.

JMG/sgs  
Enclosures.

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

6/21/79

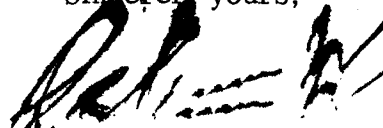
**OFFICE OF THE SECRETARY**

**James M. Gillespie**  
**North American Car Corporation**  
**222 South Riverside Plaza**  
**Chicago, Illinois 60606**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/21/79 at 8:40am, and assigned recordation number(s). 9927-HH

Sincerely yours,



H. G. Homme, Jr.  
Secretary

Enclosure(s)

SE-30  
(3/79)

SUPPLEMENT, dated as of June 13, 1979, to  
BAILMENT AGREEMENT AND ASSIGNMENT LEASES, dated as of  
December 18, 1978 (the "Assignment"), between GENERAL  
ELECTRIC CREDIT AND LEASING CORPORATION, a Delaware corporation  
("GECC") and NORTH AMERICAN CAR CORPORATION, a Delaware  
corporation ("NACC"):

RECORDATION NO. 98744  
JUN 21 1979-8 40  
INTERSTATE COMMERCE COMMISS

WHEREAS, NACC and GECC desire to add the units of  
railroad equipment referred to in Schedule A hereto (the  
"Equipment") to the Assignment;

WHEREAS, NACC and GECC desire to assign the leases  
referred to in Schedule B hereto (the "Leases") to the Assignment;

NOW THEREFORE, in consideration of the mutual cov-  
enants and promises contained herein and in the Assignment,  
GECC and NACC agree as follows:

Article I. Definitions, Interpretation

1.01. The definitions set forth or incorporated by  
reference in the Assignment are incorporated herein by reference  
to the same extent as if set forth herein, except as herein  
otherwise provided.

1.02. In the event of any discrepancy between the  
provisions of this Supplement and the provisions of the  
Assignment, the provisions of the Assignment shall control and  
the provisions hereof are expressly made subject thereto.

Article II. Supplement to Assignment

2.01. The Assignment is hereby supplemented to  
add the Leases and the Equipment thereto.

Article III. Representation and Warranties

3.01 The representations, warranties and covenants  
of NACC in the Assignment are true and correct on and as of  
the date hereof as though made on and as of this date.

IN WITNESS WHEREOF, NACC and GECC have executed  
this Supplement as of this June 13, 1979.

NORTH AMERICAN CAR CORPORATION

By Harold W. [Signature]

ATTEST:

[Signature]

GENERAL ELECTRIC CREDIT AND  
LEASING CORPORATION

By [Signature]

Daniel C. Cooney  
Manager - Operations

ATTEST:

Harry L. Sullivan

STATE OF ILLINOIS     )  
                              )     SS.:  
COUNTY OF COOK        )

On this 13th day of June, 1979, before me personally appeared Harold Wong, to me personally known, who, being by me duly sworn, says that he is a Director-Railcar Administrative Services of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Debra A. Kelly  
Notary Public

(Notarial Seal)

STATE OF Connecticut     )  
                              )     SS.:  
COUNTY OF Fairfield     )

On this 19 day of June, 1979, before me personally appeared Daniel C. Cooney, to me personally known, who, being by me duly sworn, says that he is a Manager of Operations of GENERAL ELECTRIC CREDIT AND LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Eleanor J. Sessa  
Notary Public

(Notarial Seal)

ELEANOR J. SESSA  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1982

SCHEDULE A

<u>Description of Equipment (including AAR designation)</u>	<u>Quantity</u>	<u>Reporting Mark (Inclusive)</u>	<u>Serial Number (Inclusive)</u>
<del>2000</del> <sup>2785 c.v.</sup> cubic foot covered hopper cars, Pressure Differential unloading (15 p.s.i.), 100-ton trucks, class LO	60	NAHX 94015- 94074	94015-94074

SCHEDULE B

<u>Dates and Numbers of Master Lease and Rider</u>	<u>Reporting Marks of Equipment Subject to Lease</u>	<u>Serial Numbers of Equipment Subject to Lease</u>	<u>Description of Equipment (in- cluding AAR desig</u>
Car Leasing Agreement 1835-2 (dated September 1, 1968) Rider 13 (dated May 4, 1979)	NAHX 94015- 94074	94015-94074	<del>3000</del> <sup>2785 c.f.</sup> cubic foot covered hopper cars, Pressure Differential unloading (15 p.s.i.), 100-ton trucks, class LO